



## Office of Real Property Utilization and Disposal

### **IMPORTANT NOTICE**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids must be made on the bid forms contained in this IFB.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- The information below must appear in the lower-left hand corner of the bid envelope.

BID FOR REAL PROPERTY	
SOLICITATION #	GSA-R-2023
BID OPENING DATE	December 15, 2021
TIME FOR RECEIPT OF OFFERS	1:00 P.M. CST
SALE OFFICE	7PZ

See the property on the Internet at <https://disposal.gsa.gov/s/>

**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
VACANT RESIDENTIAL PARCELS NEAR THE NEW ORLEANS COUNTRY CLUB  
IFB Number GSA-R-2023  
GSA Control No. 7-I-LA-0586-AA thru AD  
Issued on 10/28/2021**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Property Description portion thereon, and (1) the Terms of Sale; (2) the Instructions to Bidders; (3) the Notices and Covenants; and (4) the provisions of Bid Form, all of which are incorporated into this Invitation for Bids and by this reference made a part thereof.

Sealed Bids, in duplicate, for the purchase of the Government property described in the Property Description portion of this Invitation for Bids will be received until 1:00 P.M., local time at place of bid opening, December 15, 2021 at the General Services Administration, Real Property Utilization and Disposal Division (7PZ), 819 Taylor Street, Room 11A02, Fort Worth, TX 76102.

**Property Address/Location:** 9107 Palmetto Street and 3820 Hamilton Street; 9021, 9017, 9013 and 9009 Palmetto Street; 3822 Holly Grove Street; 3809 Holly Grove Street.

**Property Description:** 4 vacant residential parcels in the Dixon Neighborhood a block from the New Orleans Country Club in New Orleans, Louisiana and were originally acquired by the Government as housing sites in support of the New Orleans Job Corps Center.

**Auction Summary**

Sale Type: **Sealed-Bid Sale**

Date of Bid Opening: **December 15, 2021**

Time of Bid Opening: **1:00 p.m. CST**

Bid Deposit: **10%**

**Send Bid Form and Registration Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Room 11A30  
Fort Worth, Texas 76102  
**Attention: Kristy Daniells**

**Property Disposal Web Page**

<https://propertydisposal.gsa.gov>

**Inspection Opportunities:**

These properties are vacant and unimproved and may be viewed from public streets.

**Sales Information and Assistance**

William Rollings, Realty Specialist  
Phone: (817) 978-4324  
e-mail: [william.rollings@gsa.gov](mailto:william.rollings@gsa.gov)

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# PROPERTY DESCRIPTION

## 1. LOCATION AND SETTING

4 Vacant Parcels are being offered for sale that were originally acquired by the Government in support of the New Orleans Job Corps Center, located in the Dixon Neighborhood of New Orleans, Louisiana on the northwest side of the city. Offered Properties are bordered by Interstate 10 to the northeast, New Orleans Job Corps Center to the southeast, Palmetto Street to the southwest, and the New Orleans Country Club and Golf Course to the northwest. Most of the surrounding area is residential consisting of single family and two-family dwellings. Nonresidential sites in the neighborhood include the International School of Louisiana – Dixon, Shaw Temple United Methodist and the Wisdom Manor senior housing apartments.

## 2. SALE PARCEL DESCRIPTION

Item	Location	Description	Acres
1	9107 Palmetto Street and 3820 Hamilton Street	Vacant land	0.16
2	9021, 9017, 9013 and 9009 Palmetto Street	Vacant land	0.24
3	3822 Holly Grove Street	Vacant land	0.10
4	3809 Holly Grove Street	Vacant land	0.06

## 3. LEGAL DESCRIPTION

### Item #1

#### ***Square 608, Lot 2 - 9107 Palmetto Street***

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 608, bounded by Palmetto, Mistletoe, Dixon and Hamilton Streets, designated as WT 2, part of original Lot 2, according to survey of J.J. Krebs & Sons, Surveyors, dated June 27, 1960, a certified copy of which is annexed to an act before Benjamin

J. Johnson, dated March 11, 1975, Notarial Archives No. 115-599, according to which said Lot 2 commences 30.15 feet from Hamilton Street, and measures thence 30.15 feet front on Palmetto Street, by a depth on the Mistletoe Street side of 102 feet, a depth on its other side line of 99 feet, with a width in the rear of 30 feet. And according to survey of Harris & Varisco, C.E., dated July 26, 1979, said property is located in the same Parish and District and has the same designations and dimensions as set forth hereinabove. A certified copy of said survey is attached to an act passed before Kenneth L. Sonders, Notary Public, dated August 31, 1979, registered in COB 759, folio 474, Orleans Parish, Louisiana also known as 9107 Palmetto. Land is vacant.

#### ***Square 608, Lot 24 - 3820 Hamilton Street***

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 608, bounded by Hamilton, Palmetto, Mistletoe (late Laurel Grove) and Dixon Streets, designated as LOT 24 on the survey made by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated March 25, 1976, redated August 10, 1979, a copy of which is attached to an act passed before John H. Hammel, III, Notary Public, dated September 26, 1979; and according to said survey, said Lot No. 24 commences at a distance of 120 feet from the corner of Hamilton and

Palmetto Streets, and measures thence 30 feet front on Hamilton Street, the same in width in the rear, by a depth of 120 feet, between equal and parallel lines. All as more fully shown on the plat of survey by Joseph F. Varisco, Jr., R.L.S., of Harris & Varisco, dated October 12, 1979, a copy of which is annexed to the act registered in COB 764, folio 101, except that Lot 24 commences 96.0 feet from the intersection of the new line of Palmetto Street and Hamilton Street. Improvements thereon bear Municipal No. 3820-22 Hamilton Street. Land is vacant.

## **Item #2**

### ***Square 609, Lot 5 - 9021 Palmetto Street***

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 609, bounded by Palmetto, Dixon, Holly Grove and Hamilton Streets, designated as WT 5 on a plan of survey made by Gilbert & Kelly, Surveyors, dated October 13, 1960, and according thereto said Lot 5 measures 30 feet front on Palmetto Street, by a depth between equal and parallel lines of 92 feet, 3 inches, and a width of 30 feet in the rear. Said Lot 5 commences at a distance of 120 feet from the corner of Hamilton and Palmetto Streets. The improvements thereon bear Municipal No. 9021 Palmetto Street.

### ***Square 609, Lot 6 - 9017 Palmetto Street***

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE 609, bounded by Palmetto, Hamilton, Dixon and Holly Grove Streets, designated as LOT 6; said Lot 6 commences at a distance of 150 feet from the corner of Palmetto and Hamilton Streets, and measures thence 30 feet front on Palmetto Street, the same width in the rear, by a depth of 92 feet, 3 inches, between equal and parallel lines. All according to a survey by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated August 28, 1970, redated April 24, 1979 also known as 9017 Palmetto. Land is vacant.

### ***Square 609, Lot 7 - 9013 Palmetto Street***

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 609, bounded by Palmetto, Holly Grove, Dixon and Hamilton Streets, designated as LOT NO.7 on the survey by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated August 28, 1970, redated May 8, 1975, a copy of which is annexed to an act before Manuel I. Fisher, Notary Public, dated May 19, 1975, Parish of Orleans, and according to said survey, Lot No.7 commences at a distance of 120 feet, 2 inches from the corner of Palmetto and Holly Grove Streets, and measures thence 30 feet front on Palmetto Street, the same width in the rear, by a depth of 92 feet, 3 inches between equal and parallel lines; said Lot No.7 also commences at a distance of 180 feet from the corner of Palmetto and Hamilton Streets. The improvements thereon bear Municipal Nos. 9013-15 Palmetto Street.

***Square 609, Lot 8 - 9009 Palmetto Street***

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 609, bounded by Palmetto, Holly Grove, Dixon and Hamilton Streets, designated as the remainder of LOT NO.8 on a survey made by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated August 16, 1979; and according to said survey, said portion of ground commences at a distance of 60 feet, 2 inches from the corner of Palmetto and Holly Grove Streets, measures thence 30 feet front on Palmetto Street, the same in width in the rear, by a depth of 92 feet, 3 inches, between equal and parallel lines; said portion of ground consists of the rear and greater portion of original Lot 8, the remainder of which was expropriated by the City of New Orleans in Suit No. 316-065, C.D.C., Judgment dated October 26, 1952, registered in COB 589, folio 72. And according to survey of Harris & Varisco, C.E., dated October 12, 1979, said property is located in the same Parish and District and has the same designation and measurements as set forth above. The improvements thereon bear Municipal No. 9009-11 Palmetto Street. Land is Vacant.

**Item #3**

***Square 609, Lot 12 - 3822 Holly Grove Street***

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 609, bounded by Hamilton, Holly Grove, Dixon and Palmetto Streets, designated as LOT NO. 12, and measures 30 feet front on Holly Grove Street by 150 feet in depth, and said Lot No. 12 commences at a distance of 120 feet from the corner of Holly Grove and Dixon Streets, all as per sketch of survey by E.L. Eustis, Civil Engineer-and Surveyor, dated October 31, 1946. The improvements thereon bear Municipal No. 3822 Holly Grove Street. The foregoing Lots 5, 6 and 12 are all in accordance with a survey by Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated August 28, 1970, redated April 24, 1979, a copy of which is annexed to an act before Frances P. Tharp, N.P., dated May 11, 1979, except that it shows Lot 12 as being 150 feet, 2 inches in depth between equal and parallel lines, and shows it commencing 122 feet, 3 inches from the intersection of Palmetto Street and Holly Grove Street, also known as 3822 Hollygrove. Land is vacant.

**Item #4**

***Square 610, Lot 1 - 3809 Holly Grove Street***

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE 610 thereof, more fully described as follows: Beginning at a point on the intersection of the southwesterly side of Dixon Street with the southeasterly side of Holly Grove Street, the point and place of beginning; continue thence in a southwesterly direction along the southeasterly side of Holly Grove Street, a distance of 90 feet to a point; thence leaving the southeasterly side of Holly Grove Street, continue in a southeasterly direction along a line parallel to the southwesterly side of Dixon Street, a distance of 30 feet, 1 inch to a point; thence continue in a northeasterly direction along a line parallel to the southeasterly side of

Holly Grove Street, a distance of 90 feet, to a point on the southwesterly side of Dixon Street; thence continue along the southwesterly side of Dixon Street in a northwesterly direction, a distance of 30 feet, 1 inch to a point on the intersection of the southwesterly side of Dixon Street with the southeasterly side of Holly Grove Street, which is the aforementioned point and place of beginning. Said property is described as WT I, SQUARE 610, also known as 3809 Hollygrove.

#### 4. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

New Orleans, Orleans Parish, Louisiana

Item	Location	Parcel ID
1	<ul style="list-style-type: none"> <li>9107 Palmetto Street</li> <li>3820 Hamilton Street</li> </ul>	<ul style="list-style-type: none"> <li>9107-PALMETTOST</li> <li>3820-HAMILTONST</li> </ul>
2	<ul style="list-style-type: none"> <li>9021 Palmetto Street</li> <li>9017 Palmetto Street</li> <li>9013 Palmetto Street</li> <li>9009 Palmetto Street</li> </ul>	<ul style="list-style-type: none"> <li>9021-PALMETTOST</li> <li>9017-PALMETTOST</li> <li>9013-PALMETTOST</li> <li>9009-PALMETTOST</li> </ul>
3	<ul style="list-style-type: none"> <li>3822 Holly Grove Street</li> </ul>	<ul style="list-style-type: none"> <li>3822-HOLLYGROVEST</li> </ul>
4	<ul style="list-style-type: none"> <li>3809 Holly Grove Street</li> </ul>	<ul style="list-style-type: none"> <li>3809-HOLLYGROVEST</li> </ul>

#### 5. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact utility providers for the local service area. Below are the current utility service providers.

##### Electricity

Atmos Energy  
(888) 286-6700

Entergy New Orleans  
(800) 368-3749

##### Sewage and Water

Sewerage and Water Board of New Orleans  
(504) 529-2837

##### Trash

City of New Orleans  
(504) 658-2299

# TERMS OF SALE

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## 1. DEFINITIONS

### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bid Form for Purchase of Government Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the sealed bid sale, those addenda and amendments shall be part of the IFB.

### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America and is used interchangeably with "Seller" and "Grantor."

### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration.

### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

### e. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

### f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with "you."

### g. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid received and is determined by the Government to be the most acceptable bid.

### h. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid received and is determined by the Government to be the most acceptable bid.

### i. EARNEST MONEY

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

### j. WEBSITE

The GSA Auctions® website, [GSAAuctions.gov](https://gsaauctions.gov), has been developed to allow the general public the opportunity to electronically view a wide array of Federal assets, including real property. Auctions and Sealed Bid Sales for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://realestatesales.gov). Additional information can also be found at [propertydisposal.gsa.gov](https://propertydisposal.gsa.gov).

## **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## **3. INSPECTION**

These properties are vacant and unimproved and may be viewed from public streets. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## **4. CONTRACT**

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

## **5. CONDITION OF PROPERTY**

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Quitclaim Deed, a sample deed attached and is provided in the Notices and Covenants section.

## **6. ZONING**

The Property is zoned HU-RD2 Historic Urban Two-Family Residential District per the New Orleans Planning Department. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

New Orleans City Planning  
1300 Perdido St #7  
New Orleans, LA 70112  
Phone: (504) 658-7000



## **7. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate any part of the transaction, including but not limited to, execution of leases for continued Government occupancy, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

## **10. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

## **11. TITLE EVIDENCE**

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **12. TITLE**

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

### **13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

### **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

### **15. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the sealed bid sale until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

### **16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.

On the closing date, the Purchaser shall tender to the Government or to the Purchaser's Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Purchaser's Escrow Holder shall record the instrument, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties. the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

### **17. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **18. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser or the Purchaser's Escrow Holder shall record the quitclaim deed in the official records of the county. The Purchaser or the Purchaser's Escrow Holder shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration  
Real Property Utilization and Disposal (7PZ)  
819 Taylor Street, Rm 11A30  
Fort Worth, TX 76102  
Attn: William Rollings

## **19. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

## **20. CAPACITY TO CONTRACT**

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

## **21. COMPLIANCE WITH SECTION 889 PART B**

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115-232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

# INSTRUCTIONS TO BIDDERS

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## 1. SEALED BID OPENING DATE

Sealed bids will be opened on **Wednesday, December 15, 2021 at 1:00 p.m. (Central Time)**.

## 2. TYPE OF SALE

- a. **This sale will be a sealed bid sale.** Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While digital or virtual bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn in writing delivered via mail, e-mail or fax prior to the time fixed in this invitation for bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue ink.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. BID ENVELOPES

**Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope.** No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

## 5. LATE BIDS, MODIFICATION OF BIDS OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:
  - 1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
  - 2) It was sent by mail (or digitally if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish:
  - 1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).

- 2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- d. Notwithstanding c. 1) and c. 2) above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

## 6. BID AND EARNEST MONEY DEPOSIT

- a. Bidding is a three-step process:
  - 1) Complete Bid Form: Bidders must complete and submit the official Bid Form titled " Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
  - 2) Enclose Bid Deposit: **A deposit of 10% of the bid amount (Earnest Money) PER BID ITEM must accompany your Bid Form.** Bid Deposits must be provided in the form of a cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of "U.S. General Services Administration." Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Personal or company checks are NOT acceptable and will be returned to the sender with their bid as nonresponsive.  
  
Bid Deposits may be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon opening.  
  
Bidders may add their own name AFTER "U.S. General Services Administration" and AFTER the word "or" on the "Payable to" line of their deposit checks to facilitate their return of funds if their bid is rejected.
  - 3) Deliver Bid and Bid Deposit.

## 7. BIDS TO BE OPENED AT THE SPECIFIED TIME

**It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids.** Bids (including modifications) received prior to the time fixed in this invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

## 8. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government,

in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bid Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

## **9. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## **10. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed or e-mailed to the bidder or their duly authorized representative at the fax number physical address or e-mail address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **11. SALE SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the Sealed Bid Sale for any reason without accepting a bid and resume or start a new sale at any time. In the event of a temporary suspension due to unforeseen circumstances, the Government will advise all known bidders on GSA's website at <http://disposal.gsa.gov> and provide the new bid opening time and date and the sale will proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Bid Deposits will be returned to bidders without interest or further obligation by the Government.

## **12. TRANSACTION CLOSING**

Upon acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. **The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within Thirty (30) calendar days after acceptance of bid.** At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **13. REFUND OF BID DEPOSITS**

Bid Deposit checks accompanying bids that are rejected will be returned to bidders. Bidders whose Bid Deposits are deposited into an account of the U.S. Treasury will receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Bid Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Bid Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund.

Bid Deposits received from the second highest bidder will be held as stipulated in Paragraph 15, Back-up Bidder. All other Bid Deposits will be processed within 3 business days for refunds after the date of bid opening. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete.

## **14. BACKUP BIDDER**

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable.

to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

#### **15. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or [RealEstateSales.gov](https://RealEstateSales.gov).

#### **16. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

# NOTICES AND COVENANTS

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The following Notice and Covenants will be inserted in the Quitclaim Deed.

## 1. HAZARDOUS SUBSTANCE NOTIFICATION

- a. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- b. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.
  - 1) This covenant shall not apply:
    - (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
    - (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
      - (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
      - (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
    - (iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).
  - 2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:
    - (a) the associated contamination existed prior to the date of this conveyance; and
    - (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- c. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary,



including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

## **NOTICE OF 100 YEAR FLOODPLAIN**

Portions of the Property are located in a 100 Year floodplain. Grantee, for itself and its successors and assigns, agrees and covenants that any development of the above described Property will be subject to floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

### **2. AS-IS, WHERE-IS PROVISION**

- a. **GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS", WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. EXCEPT AS SET FORTH IN SECTION C., BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**
- b. **NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT, UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.**
- c. **NOTHING IN THIS "AS IS, WHERE IS" PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR'S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.**

## SAMPLE QUITCLAIM DEED

STATE OF LOUISIANA

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KNOW ALL BY THESE PRESENTS:

ORLEANS PARISH

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**THIS QUITCLAIM DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **United States of America** (herein sometimes referred to as the "Government"), acting by and through the Administrator of General Services (hereinafter referred to as "Grantor"), under and pursuant to authority of 40 U.S.C. § 541, et. seq., as amended, and rules, orders, and regulations issued pursuant thereto, and **GRANTEE NAME, GRANTEE ADDRESS** (hereinafter referred to as "Grantee"). The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

### **I. Quitclaim of the Fee Estate**

Grantor, for and in consideration of: (i) the sum of **PURCHASE PRICE Dollars (\$XX,XXX.XX)**, duly paid by the Grantee, the receipt of which is hereby acknowledged, and (ii) the specific agreements hereinafter made by Grantee, for itself, and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby grant, convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, pursuant to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, fee simple, in and to, that certain real property known as the Vacant Parcels at New Orleans Job Corps Center, 9107 Palmetto Street, New Orleans, Louisiana 70118, (hereinafter referred to as the "Property"), and described in detail as follows:

#### **Legal Description of Fee Estate**

Square 608, Lot 2 - 9107 Palmetto Street

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 608, bounded by Palmetto, Mistletoe, Dixon and Hamilton Streets, designated as WT 2, part of original Lot 2, according to survey of J.J. Krebs & Sons, Surveyors, dated June 27, 1960, a certified copy of which is annexed to an act before Benjamin

J. Johnson, dated March 11, 1975, Notarial Archives No. 115-599, according to which said Lot 2 commences 30.15 feet from Hamilton Street, and measures thence 30.15 feet front on Palmetto Street, by a depth on the Mistletoe Street side of 102 feet, a depth on its other side line of 99 feet, with a width in the rear of 30 feet. And according to survey of Harris & Varisco, C.E., dated July 26, 1979, said property is located in the same Parish and District and has the same designations and dimensions as set forth hereinabove. A certified copy of said survey is attached to an act passed before Kenneth L. Sonders, Notary Public, dated August 31, 1979, registered in COB 759, folio 474, Orleans Parish, Louisiana also known as 9107 Palmetto. Land is vacant.

Square 608, Lot 24 - 3820 Hamilton Street

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Seventh District of the City of New Orleans, Orleans Parish, State of Louisiana, in SQUARE NO. 608, bounded by Hamilton, Palmetto, Mistletoe (late Laurel Grove) and Dixon Streets, designated as LOT 24 on the survey made by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated March 25, 1976, redated August 10,

1979, a copy of which is attached to an act passed before John H. Hammel, III, Notary Public, dated September 26, 1979; and according to said survey, said Lot No. 24 commences at a distance of 120 feet from the corner of Hamilton and Palmetto Streets, and measures thence 30 feet front on Hamilton Street, the same in width in the rear, by a depth of 120 feet, between equal and parallel lines.

All as more fully shown on the plat of survey by Joseph F. Varisco, Jr., R.L.S., of Harris & Varisco, dated October 12, 1979, a copy of which is annexed to the act registered in COB 764, folio 101, except that Lot 24 commences 96.0 feet from the intersection of the new line of Palmetto Street and Hamilton Street. Improvements thereon bear Municipal No. 3820-22 Hamilton Street. Land is vacant.

The above described tract of land containing 0.16 acres of land, more or less, and hereinafter referred to as “the Property.”

**TO HAVE AND TO HOLD** the Property, together with all improvements, hereditaments, appurtenances, therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions, and agreements herein set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit, and behalf of the Grantee, its successors and assigns forever.

## **II. SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY**

This Quitclaim Deed covering the Property is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

**A.** All existing licenses, permits, servitudes and right-of-way including, but not limited to State highway department driveway permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, flowage easements, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

**B.** All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

**C.** All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

**D.** Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

**E.** Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

## **III. RESERVATIONS/COVENANTS COVERING THE PARCELS**

This Quitclaim Deed covering the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

**SAVE AND EXCEPT** and there is hereby reserved unto Grantor, and its assigns, all rights and interests which have been previously reserved to the United States in any Patent(s) which cover(s) the Property.

## **IV. CERCLA NOTICES, COVENANTS AND RESERVATIONS**

This Quitclaim Deed is expressly made subject to the following CERCLA information and specific reservations, covenants and agreements in favor of Grantor, and its assigns.

**A. Notice of Hazardous Substance Activity.** Pursuant to 40 CFR §373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States of America gives notice that no hazardous substances have been released, or disposed of, or stored for one year or more on the Property.

**B. CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this Quitclaim Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Quitclaim Deed regarding hazardous substances located on the Property on the date of this quitclaim.

1. This covenant shall not apply:

a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this Quitclaim Deed; **OR**

b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this Quitclaim Deed that either:

(1) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this Quitclaim Deed; **OR**

(2) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which were known and identified to the applicable regulatory authority as of the date of this Quitclaim Deed; **OR**

(3) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

2. In the event Grantee, its heir(s), successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its heir(s), successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this Quitclaim Deed; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its heir(s), successor(s) or assign(s), or any party in possession.

**C. Access.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**D. Non-Disturbance Clause.** Grantee covenants and agrees for itself, its heirs, successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying any of the Property shall not interfere, hinder or prevent Grantor, the United States Government, and its officers, agents, employees, contractors and subcontractors, in conducting any required remedial investigations, response actions or oversight activities on the Property or adjoining property.

#### **V. OTHER ENVIRONMENTAL COVENANTS AND AGREEMENTS OF GRANTEE**

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

#### **NOTICE OF 100 YEAR FLOODPLAIN**

Portions of the Property are located in a 100 Year floodplain. Grantee, for itself and its successors and assigns, agrees and covenants that any development of the above described Property will be subject to floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

## **VI. MISCELLANEOUS NOTICES, TERMS, CONDITIONS, AGREEMENTS, AND COVENANTS**

Except as otherwise provided by 42 U.S.C. 9620(h)(3), Grantee covenants for itself, its heirs, assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

A. Grantee has inspected the described and conveyed Property and has satisfied itself that the property is free of any hazardous substances or petroleum products or their derivatives, calcium hypochlorite, batteries and insecticides, and Grantee, for itself and its heirs, successors and assigns, covenants and agrees to indemnify, protect, defend, save and hold harmless the United States of America, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries and insecticides which may have contaminated the hereinabove and conveyed Property after the date of the delivery of this conveyance, including but not limited to, any environmental response action, corrective action, or removal, monitoring, investigation, sampling, or testing in connection therewith.

### **B. AS IS, WHERE IS PROVISION:**

1. **GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY "AS IS, WHERE IS", WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED, OR WILL HAVE INSPECTED PRIOR TO CLOSING, THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITIONS. EXCEPT AS SET FORTH IN ARTICLE VI(B)(3), BELOW, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. EXCEPT AS SET FORTH IN SECTION VI.B.3., BELOW, THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**

2. **NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME INCLUDING, WITHOUT LIMITATION, DEFECTS RELATED TO ASBESTOS OR ASBESTOS CONTAINING MATERIALS, LEAD, LEAD-BASED PAINT,**

**UNDERGROUND STORAGE TANKS, MOLD, RADON OR HAZARDOUS OR TOXIC MATERIALS, CHEMICALS OR WASTE, OR FOR CONSTRUCTING OR REPAIRING ANY STREETS, UTILITIES OR OTHER IMPROVEMENTS SHOWN ON ANY PLAT OF THE PROPERTY.**

**3. NOTHING IN THIS “AS IS, WHERE IS” PROVISION WILL BE CONSTRUED TO MODIFY OR NEGATE THE GRANTOR’S OBLIGATION UNDER THE CERCLA COVENANT OR ANY OTHER STATUTORY OBLIGATIONS.**

IN WITNESS WHEREOF, the **United States of America** has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**UNITED STATES OF AMERICA**  
*Acting by and through the*  
*Administrator of General Services*

By: \_\_\_\_\_

MELVIN E. FREEMAN  
Director (7PZ)  
Real Property Utilization & Disposal Division  
General Services Administration

STATE OF TEXAS )

COUNTY OF TARRANT )

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared Melvin Freeman, known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and known to be the Director, Real Property Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this \_\_\_\_ day of November, 2021.

(SEAL)

\_\_\_\_\_  
Notary Public State of Texas  
My Commission Expires: \_\_\_\_\_

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**Vacant Residential Parcels Near the  
New Orleans Country Club  
New Orleans, LA  
IFB #:GSA-R-2023**

Item	Sale #	BID AMOUNT	BID DEPOSIT (10% Min.)
<input type="checkbox"/> 1	FTWOR722003001	\$	\$
<input type="checkbox"/> 2	FTWOR722003002	\$	\$
<input type="checkbox"/> 3	FTWOR722003003	\$	\$
<input type="checkbox"/> 4	FTWOR722003004	\$	\$

**How did you hear about the sale?**

- ☐ GSA Website  
☐ Newspaper ads  
☐ For Sale Sign  
☐ Other \_\_\_\_\_

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**BIDDER REPRESENTS THAT HE/SHE OPERATES AS** (check which applies) see Instructions to Bidders, Paragraph 8, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_

**THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE**

- ☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ Other \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid amount indicated on this bid form by the undersigned and if any bid is accepted by the Government within sixty (60) calendar days after the bid opening date. This Bid Form is made subject to the terms of IFB No. GSA-R-2023 including the Property Description, Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference at [RealEstateSales.gov](https://www.gsa.gov/RealEstateSales.gov). In the event the bidder is not the Purchaser, the Bid Deposit will only be refunded as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
 Real Property Utilization and Disposal (7PZ)  
 819 Taylor Street, Rm 11A30  
 Fort Worth, TX 76102

Fax: 817-978-3007  
 Email: [fwrealestatesales@gsa.gov](mailto:fwrealestatesales@gsa.gov)  
**Attn: Kristy Daniells**

## **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Instructions to Bidders, Paragraph 8, Bid Executed On Behalf Of Bidder for instructions)

### **Vacant Residential Parcels Near the New Orleans Country Club New Orleans, Louisiana**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER  
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE  
CORPORATION/ORGANIZATION).**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the  
scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)